

AMENDED

RESTRICTIONS COVENANTS AND CONDITIONS

OF

TAYLORCREST, SECTION ONE

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS X

WHEREAS, W. G. HALL, JR. of Galveston County, Texas, is the owner of that certain 39.00988 acre tract comprising of 130 lots and Recreational Reserve A, out of the Ritson Morris Survey, Abstract 52, in Harris County, Texas, which land it has subdivided and platted into an addition known and designated as TAYLORCREST, SECTION ONE, as shown by, and according to the map or plat of said addition which was duly signed and recorded in the office of the County Clerk of Harris County, Texas on March 10, 1978 in Volume 266, Page 112, reference to which map or plat and the filing record thereof being hereby made for all purposes; and,

WHEREAS, said W. G. HALL, JR. desired to create and adopt a general and uniform plan or scheme of restrictions, covenants and conditions to govern the use, development, improvement and sale of lots in said TAYLORCREST, SECTION ONE for the benefit and protection of each lot and designed to make said addition more attractive for residential purposes; and

WHEREAS, to accomplish the foregoing, said W. G. HALL, JR. executed and had recorded in the Real Property Records of Harris County, Texas, Film Code No. 199-20-0211, certain Restrictions, Covenants, and Conditions of TAYLORCREST, SECTION ONE; and

WHEREAS, the said W. G. HALL, JR., the owner and holder of all property in TAYLORCREST, SECTION ONE, now desires to amend said recorded Restrictions, Covenants and Conditions in certain particulars;

NOW THEREFORE for the purpose aforesaid, W. G. HALL, JR. does hereby place and impose the following restrictions, covenants, and conditions upon and against all of the lots in said TAYLORCREST, SECTION ONE:

A. RESIDENTIAL CHARACTER AND USE OF LOTS

1. Each and every lot in TAYLORCREST, SECTION ONE shall be known, described and used only as a residential lot.

This is to certify that this is a true and correct copy of original.

Commonwealth Land Title Company of Houston
By: /s/ Sandra L. Runge

2. No trade, business or profession and no noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.
3. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
4. The term "residence purposes" as used herein shall be held and construed to exclude use for hospitals, duplex houses, apartment houses, hotels, tourist courts, rooming houses, garage apartments (except garage apartments used as servants quarters), and all other kinds or types of housing accommodations, other than a detached, single-family dwelling house and the appurtenances thereto as hereinbelow permitted, and shall also be held and construed to exclude all business, commercial, trade or professional uses.

B. BUILDING RESTRICTIONS

1. Only one (1) residence house, which shall be a detached, single-family residence house, either of one-story, one and one-half story, or two-story construction, shall be built or permitted on each lot (no residence shall exceed two stories in height), and such house may have an attached or detached garage for not more than three (3) cars as well as servant's type quarters which may be occupied by an integral part of the family occupying the main residence on the building site or by servants employed on the premises, but no servant's quarters or servant's type quarters shall be permitted on any lot unless built at the same time or after the construction of the main residence.
2. The ground floor area, exclusive of open porches and garages, of all one-story residence houses to be built shall be in excess of 1,800 square feet of living area.
3. The ground floor area, exclusive of open porches and garages, of all one and one-half and two story residence houses shall be in excess of 1,300 square feet of living area.
4. All residence houses to be built shall face the street on which the lots front. A corner lot shall be deemed to front the street on which it has the smaller dimension, but exceptions to

this requirement in regard to corner lots may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable. No exception will be allowed if the design of the proposed residence house on a corner lot has a detrimental effect either to the home it adjoins or to the subdivision in general.

5. The exterior finish or construction of all residence houses shall be at least sixty (60%) percent brick, brick veneer, stone, stone veneer or other masonry type construction, and in computing such percentage, roof area shall be excluded, but attached garages, porches and other structures constituting part of the building proper shall be included. Exceptions to this requirement may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable.
6. In addition to the main residence house, out-buildings for the use and enjoyment of the property may be built on the lots, but not more than one (1) out-building in addition to a garage may be built or placed on any lot, and no out-building of any type shall be used or occupied as living quarters, except by domestic servants engaged on the premises or an integral part of the family. No garage or other out-building shall be built or placed on any lot unless the same is done at the same time or after the construction of the main residence home.
7. No building, fence, wall, or other structure shall be placed or built on any lot nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat of this addition above referred to. If front wall of residence is set back more than twenty-five (25) feet from the front lot line, then fences shall not be extended, placed or built past the front wall of residence, and in no event shall fence be extended, placed or built on any lot nearer than twenty five (25) feet to the front lot line. Any specially designed antennae will have to meet the requirements of such design construction set forth by the City of El Lago.
8. No structure (fences and garden walls excepted) shall be placed or built on any lot nearer than five (5) feet to any interior side lot line, but exceptions to this requirement may be made by the Committee hereinafter named whenever such Committee deems it proper or advisable. The Committee may not permit "detached garages" to be located less than three (3) feet from any inside lot line if situated at the rear of the main residence building.

The term "detached garage" shall mean a separate building having no common wall with the main residence building.

9. Lots or fractions of lots may be combined in the manner hereinbelow stated so as to create a single residential lot or homesite and the whole area resulting from any such combination shall be treated as a single residential lot, as if originally platted as such on said map or plat of this addition, and in such cases the side lot lines between the lots or fractions of lots combined shall not be deemed to be side lot lines for building set-back purposes; such combinations being permissible only as follows:
 - (1) Any whole lot may be combined with any number of adjoining or contiguous whole lots.
 - (2) Any whole lot or any homesite created by combination of whole lots, as above permitted, may be combined with a fraction of either or both of the lots adjoining the same.
 - (3) No residential lot or homesite may be created by combining only a fraction of one lot with a fraction of another lot, but all combinations using a fraction of any lot or lots shall include one whole lot as shown by said plat.
10. No structure of a temporary character, trailer, trailer house, basement, tent, shed, barn, or garage shall be used on any lot at any time as a residence or living quarters, either temporary or permanently, but servants engaged on the premises may occupy servant's quarters built upon or onto any garage or other out-building. Construction of any nature permitted by this Paragraph will also meet the conditions imposed in Paragraph 6, Page 3 of these restrictions.
11. All residence houses and other structures shall be kept and maintained in good repair and must be painted when necessary to preserve the attractiveness thereof.
12. No building or other structure, except when incidental to construction, shall be moved onto any lot without written permission of the committee hereinafter named; and any temporary building or structure moved onto any lot incident to construction shall be promptly removed upon completion of the construction work. No building material of any kind or character shall be placed or stored on any lot until the owner is ready to

commence improvements, and then such material shall be placed within the property lines of the lot or building site upon which the improvements are to be erected, and shall not be placed in the street or between the pavement and property line. No stumps, trees, underbrush or any refuse of any kind or scrap material from improvements being erected on any lot or building site shall be placed on any streets or easements or any other lots or building sites. All such material, if not disposed of immediately, shall be immediately removed from the property and disposed of upon completion of said improvements. Construction of any nature permitted by this Paragraph will also meet the conditions imposed in Paragraph 6, Page 3 of these restrictions.

13. No building, fence, wall or other structure shall be built, placed or altered on any residential lot until the construction plans and specifications and a plot plan showing the location thereof have been approved by the Committee hereinafter named as to compliance with these restrictions generally and, without limitation, as to type and size of structure, quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography, finish grade elevation and building set-back line. In the event said Committee shall fail to approve or disapprove said plans, specifications and plot plan within thirty (30) days after same have been submitted to it, or in the event said Committee shall cease to function or exist and no other committee, body or organization has taken over its duties and functions, or in the event no member of such committee may be found in Harris County, Texas after diligent search has been made for at least thirty (30) days, then upon the filing of an affidavit in the office of the County Clerk of Harris County, Texas, by the person seeking to build, which shall state the facts as to the occurrence, happening or existence of any such event, the approval herein required by such Committee shall no longer be required and the person seeking to build, may build without such approval, but the restrictions, covenants and conditions contained in this instrument shall otherwise be complied with and observed. Any construction of building, fence or other structure will not only have to meet the terms of restrictive covenants herein imposed but also any of the requirements and regulations set forth by the City of El Lago.

C. WATER SEWAGE DISPOSAL

1. No water well or cistern (either above or below ground) shall be drilled, dug, placed or erected in, under or on any residential lot. All water to be used and/or consumed for any purpose whatsoever in connection with each and every lot or the use or occupancy thereof shall be purchased and obtained from a water supply and/or service system or systems to be owned and/or operated by Harris County Water Control and Improvement District No. 50, its successors or assigns, and each and every owner and/or occupant of a lot, lots or homesite in this addition, and all persons claiming by, through or under them, shall contract with said Harris County Water Control and Improvement District No. 50, its successors or assigns for water supply and/or service, and shall pay the established rates or charges therefore, as well as all such fees, charges or deposits as may be required for water meters or tapping or connection to water mains.
2. The undersigned reserve unto himself, his heirs, successors and assigns, as well as unto Harris County Water Control and Improvement District No. 50, its successors and assigns, the right at all time to use any and all areas shown on the said recorded plat or map of TAYLORCREST, SECTION ONE as a utility easement or other area dedicated to the public use, for the purpose of laying, placing, installing, maintaining, repairing, replacing or construction of all kinds and types of power lines, gas lines, water and sewer line, mains, or pipes as well as other equipment necessary or incidental to the operation and maintenance of a water and sewer service and/or supply system and collection system and its appurtenances, to service, furnish or supply this addition and any and all adjoining or contiguous property with water and to collect and dispose of sewage from such properties. The right but not the obligation is herein reserved by the parties aforesaid to inspect the connection or tap made to water and sewer lines, mains or pipes and have the right to accept or refuse to approve such connection if improperly made. All installation of utility lines within TAYLORCREST, SECTION ONE will be made based on the approval of Harris County Water Control and Improvement District No. 50 and the City of El Lago prior to being installed.
3. No outside privies or toilets shall be permitted in this addition. All toilets shall be inside the houses and prior to occupancy the same shall be connected to a central sewage disposal system and/or sewage collections system, owned and/or operated by the Harris County Water Control and Improvement

District No. 50, its successors or assigns at the expense of the person building on the lot, and all lot owners and/or occupants shall immediately contract with said Harris County Water Control and Improvement District No. 50 for such service and shall connect their premises thereto for sewage disposal, paying the established rates and all connection fees or charges therefore at their expense as may be requested for tapping or connection to the sewage systems collections lines.

4. The drainage of sewage into a road, street, alley, ditch or Taylor Lake or Clear Lake, either directly or indirectly is strictly prohibited. This shall not apply to the discharge of effluent from the sewage treatment plant serving this addition, owned and operated by said Harris County Water Control and Improvement District No. 50, its successors or assigns.

D. MISCELLANEOUS RESTRICTIONS

1. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats, birds and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and further provided that they are not kept in such numbers as to be or become an annoyance or nuisance to the neighborhood.
2. No lot shall be used or maintained as a dumping ground for rubbish, debris or waste matter. Trash, garbage and other waste shall be kept in sanitary containers and shall be disposed of at regular intervals consistent with good housekeeping. All incinerators or other equipment for the storage or disposal of such matter shall be kept in a clean and sanitary condition.
3. No boat, boat trailer, boat rigging, truck or trailer of any kind shall be stored or parked (except temporarily) nearer to the street than the building set-back lines as shown on said recorded plat.
4. No lot shall be used for the storage of commercial products, liquid, solid or otherwise, not necessary or convenient for the use and enjoyment of the property for residential purposes.
5. Easements for installation or maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision.
6. No trade or business and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No signs, billboards, posters, or advertising devices of any kind or character shall be erected on any lot, unless they meet and comply with the City Zoning Ordinance that will advertise the property for sale or rent. Signs used by the builder to advertise the property during construction and for sales period will be allowed but must comply with City Zoning Ordinance as to size of signs allowed. W. G. HALL, JR. reserves the right for himself, his heirs and assigns to build, place and maintain signs, billboards and advertising devices to advertise the addition generally as well as to advertise particular lots but the signs installed must comply with City Zoning Ordinance.
8. Notwithstanding any restrictions any place herein contained, said W. G. HALL, JR., his sales agents, heirs and assigns shall have and reserve the right to place, build or maintain a sales office on any lot in said addition during the period when lots are being sold and/or houses are being built or offered for sale in said addition.
9. The owners and/or occupants of all lots in this addition shall at all times keep the grass and weeds thereon cut to promote sanitation, health and appearance. If the owner of any vacant lot shall fail to comply with the foregoing requirement, then after five (5) days written notice, W. G. HALL, JR., his heirs or assigns, or the Committee hereinafter named may cause such grass or weeds to be cut and in such case, said owner shall immediately pay the amounts expended for such work to the person doing or causing the same to be done. The foregoing shall be in addition to all other rights and/or remedies to enforce compliance herewith.
10. The words "house", "residence", "building" or "structure" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.
11. No soil shall be removed from any lot not shall any trees thereon be cut or felled except as required for landscaping or construction work thereon, but dead or unsightly trees may be removed.
12. Sidewalks shall be constructed on all lots at the owner's and/or builder's expense at the same time the residence is constructed or prior to completion of the residence. The plot plan-showing location of residence on the lot shall also show location of sidewalks and/or walkways, otherwise the Committee hereafter

named is not authorized to approve the plans and specifications for the residence to be constructed. Sidewalks shall be of concrete construction and size and location with respect to property lines shall be in accordance with specifications presented by said Committee hereinafter named or specifications of the City of El Lago.

13. No fences, shrubs or other obstructions shall be allowed on corner lots to impair safety of sight.

E. RECREATIONAL AREAS

1. Certain areas having frontage on Taylor Lake have been dedicated as Recreational Areas for the exclusive and common use and enjoyment of persons owning or occupying or to own or occupy any lot in future sections to be developed in said TAYLORCREST, and all persons hereinbelow mentioned are hereby given the same right and privileges and to the same extent as these rights and privileges attach to the land owned by W. G. HALL, JR. to use said reserves in the same manner and to the same extent as those persons owning or occupying, or to own or to occupy any lot in said TAYLORCREST, SECTION ONE, which uses shall include, but not be limited to, uses by such persons for swimming, boating, fishing, outdoor sports, picnic grounds or other civic or recreational uses and such recreational activities providing such uses of the property are in accordance with existing ordinances, laws or regulations enforced by the City of El Lago, and plans covering construction of any facilities on said recreational area must be approved by the City of El Lago or appropriate authority. The users of such area shall keep the same in a neat and attractive condition at all times, free from weeds, refuse, garbage, trash and the like and the upkeep and maintenance of the recreational area will be enforced by the Committee as outlined in Section F of these Deed Restrictions.

W. G. HALL, JR. will pass on title of ownership of the recreational area to the owners of TAYLORCREST. The Committee as outlined in Section G will be responsible for maintaining the recreational area in a neat and orderly manner and will also have authority and be responsible for charging each of the home owners within the defined Sections of this Subdivision a fair and equitable charge based on the size of their lot to provide funds for maintenance of the recreational area.

The public generally is excluded from such area, and no dedication thereof or any part thereof to the public use is made or intended; and such area is intended and shall be for the common use and benefit to the following persons only, to-wit:

- (1) All persons owning or occupying or to own or occupy any lot in TAYLORCREST.
 - (2) As W. G. HALL, JR. is deeding the recreational lands to the homeowners in TAYLORCREST, he hereby will assume no liability for taxes and assessments. It is the direct responsibility of the Maintenance Fund Committee to collect adequate funds from the residents to pay all taxes and assessments made on the recreational area. After W. G. HALL, JR. has deeded this property to homeowners of TAYLORCREST, there can never be a sale, partial release or use of this property other than for the direct benefit of the residents of TAYLORCREST. In the event any use is made of the recreational property, other than that outlined in the Deed Restrictions, then the ownership and title to property will revert back to W. G. HALL, JR.
 - (3) The guests of all persons named in the preceding subparagraphs.
2. After the Recreational Area is deeded to the homeowners, W. G. HALL, JR., his heirs or assigns, shall never be liable for the payment of any taxes or assessments made or levied upon or against said Recreational Area by any taxing authority; nor shall it be liable for the costs, charges, and expenses for repairing of improvements, equipment or facilities of said Recreational Area and/or for the upkeep or maintenance of said Area, but such costs or fractions of such costs may be paid out of the Maintenance Fund hereinbelow provided for, but the Committee hereinafter named shall have full authority to make any such payments from said Maintenance Fund and the decision of said Committee shall be absolute as to payments made.

F. TAYLORCREST ARCHITECTURAL COMMITTEE

1. There is hereby established and created a committee to be known as TAYLORCREST ARCHITECTURAL COMMITTEE which is the Committee hereinabove referred to, and which Committee shall consist of three regular members, which members shall serve for a term of three (3) years, and thereafter until their successors are elected. This Committee shall be composed of R. Eugene Read, C. E. Lewis and W. G. Hall, Jr., but the functions of the Committee may be carried out by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disap-

prove such design and location of residence to be built in the Addition, or may appoint a new member to fill the vacancy for his remaining term, or may designate a representative with like authority. As soon as 50% of the homes planned for total development are purchased in TAYLORCREST SUBDIVISION, SECTION ONE there will be established a Maintenance Fund Committee to be comprised of three homeowners in TAYLORCREST, SECTION ONE. This will be brought about by calling a special meeting of the homeowners to elect the three members they wish to represent them and serve on this committee. This committee will then take over the duties as called for in Section G of these Deed Restrictions and the TAYLORCREST ARCHITECTURAL COMMITTEE will have no further control, ownership or interest in the Maintenance Fund Committee.

2. Two members of the committee are entitled to act at any meeting which shall constitute a quorum, and a quorum shall be required at every meeting unless a majority of the members of said committee have previously designated a representative to act for and in their stead.
3. A member may resign from said committee at any time by merely giving said committee notice of his resignation in writing. The unexpired term of the member who has died or resigned shall be filled by the remaining members as aforesaid.
4. No member of the committee shall receive any pay, compensation, or remuneration for his services.
5. Said committee shall have the right to adopt rules for the conduct of its business.
6. After three (3) years from the date hereof the owners of lots then being served by this Committee shall have the right by majority vote to elect all of the Committee for a term to be determined by a majority of the lot owners.
7. At any time after three (3) years from date hereof the owners of lots then being served by this Committee may by majority vote, elect to transfer all of the rights, powers, duties, purposes and functions of this Committee to the City of El Lago, or any non-profit civic club or similar association or organization representing them, and upon any such transfer this Committee shall cease to exist and said municipality, civic club or similar association or organization shall succeed to all of the right, powers, duties, purposes and functions of this Committee.

Legal notice will be posted at El Lago City Hall ten (10) days prior to election.

8. At any and all elections each property owner shall be entitled to one vote for every residential lot owned by him, except that if more than one lot is being used as a single homesite then such lots shall be deemed as only one lot.
9. The term "majority vote" as used herein shall mean a majority of votes cast at any election.
10. Specifically, but not by way of limitation, TAYLORCREST ARCHITECTURAL COMMITTEE shall have the following rights, duties, privileges, functions and purposes, to-wit:
 - (1) The rights to approve or disapprove any of the building plans and specifications and plot plans submitted to it in accordance with the requirements of these restrictions.
 - (2) The right to make exceptions in regard to the requirements of these restrictions in those particular instances where these restrictions specifically authorize this committee to do so.
 - (3) The right, but not the obligation, to enforce these restrictions and/or prevent violation thereof.
 - (4) To act as custodian and administrator of the Maintenance Fund created by this instrument, and the right to enforce collection of, collect, hold and expend any and all monies paid or to be paid into said Maintenance Fund to carry out the purposes thereof.
 - (5) Such other rights, duties, privileges or powers given to this committee by this instrument.

G. MAINTENANCE FUND

1. All of the residential lots in TAYLORCREST, SECTION ONE are hereby subjected to an annual maintenance charge at the rate of three mills per square foot, providing the lot is vacant, and at the rate of six mills per square foot, providing a residence has been completed upon the lot, for the purpose of creating a fund to be known as TAYLORCREST MAINTENANCE FUND, to be paid by each and every residential lot owner annually in advance, on the 15th day of January each year, beginning January 15, 1979, except that any lot owned by W. G. HALL, JR. or his heirs, shall be subject to a charge equal to 50% of said annual charge. W. G. HALL, JR., and his heirs, so long as they are subject to the special charge of 50% of the regular charge shall be responsible for the payment of the amount the actual maintenance expenses exceed the amount of funds in the TAYLORCREST MAINTENANCE FUND.

2. Said maintenance charge hereby imposed shall be secured by a vendor's lien which is hereby expressly created and retained upon each and every lot in said addition which is subject to these restrictions and shall be paid by each and every lot owner annually as above stated to TAYLORCREST MAINTENANCE FUND COMMITTEE, the custodian and administrator of such maintenance fund, said vendor's lien is hereby transferred and assigned to said TAYLORCREST MAINTENANCE FUND COMMITTEE, such charges being payable to said committee in Harris County, Texas, at such address as it may at any time and from time to time designate.
3. Said TAYLORCREST MAINTENANCE FUND COMMITTEE shall have authority to adjust said maintenance charge from year to year as it may deem proper to meet the direct cost for proper maintenance of the recreational area. By January 30th of each year, a financial statement will be made by this Committee to all homeowners in TAYLORCREST, SECTION ONE.
4. All funds collected from said charge shall be applied so far as is sufficient toward the payment of construction costs or maintenance expenses for any or all of the following purposes: safety and/or health projects; beautification and/or other aesthetic purposes; lighting, improving and maintaining the streets and other public areas; collecting and disposing of garbage, trash, rubbish and the like; employing policemen and/or watchmen; caring for vacant lots; providing and maintaining piers, boat landings, club house facilities and other recreational facilities on said recreational area above referred to; and doing any other thing which said TAYLORCREST MAINTENANCE FUND COMMITTEE may consider to be of general benefit or useful to the owners and/or occupants of lots in this addition; it being understood that the judgment of said committee when exercised in good faith in the expenditure of said funds shall be final and conclusive. At any time an excess of 50% of the homeowners in TAYLORCREST wish to call an election, they can do so by letting it be known to the Committee that such a request has been made that special meeting be held. At such time if a majority of homeowners in TAYLORCREST desire, they can be simple majority vote, elect new members of the Committee. The funds prescribed in these Deed Restrictions are to be used for only maintenance and repair of the recreational area and not for the original construction of this area, however any additions made to the recreational area after the property is turned over by W. G.

HALL, JR. to the homeowners in TAYLORCREST will be paid for by the homeowners of TAYLORCREST.

5. In the event other sections of TAYLORCREST are platted and developed and a like maintenance charge for similar purpose is placed and imposed on the lots therein, and in the event acreage tracts or any part thereof adjoining or contiguous to any section of TAYLORCREST shall be sold for residential use and a like maintenance charge for similar purposes is imposed upon such tracts, then the maintenance charge collected from the several sections of TAYLORCREST as well as from said acreage tracts, or parts thereof, may be pooled, merged and combined by said TAYLORCREST MAINTENANCE FUND COMMITTEE into a single maintenance fund, and this fund in turn may be merged with similar funds previously established in TAYLORCREST MAINTENANCE FUND COMMITTEE. The funds are to be expended by said TAYLORCREST MAINTENANCE FUND COMMITTEE for the general common good and benefit of all areas paying into such maintenance fund in accordance with the purposes thereof. All use of the Recreational Area herein described and provided is solely for the use and benefit of those homes developed in TAYLORCREST, and pertains to no other development and all are located within the city limits of the City of El Lago.
6. Such maintenance charge and liens securing the same shall remain in effect and shall be collectable until January 15, 1993, and shall be extended automatically for successive periods of ten (10) years, unless prior to the commencement of any extended ten year term the then owners of the majority of the square foot area of the lots or property subject to such charge, elect to discontinue such charge, which election shall be evidenced by a written instrument signed and acknowledged by such majority owners and filed for record in the office of the County Clerk of Harris County, Texas.
7. The aforesaid vendor's lien securing said maintenance charge as to any lot or lots subject to such charge shall be inferior and subordinate to any liens which the owner or purchaser of any such lot may place thereon to finance construction or improvements on or the purchase of any such lot or lots.
8. Each and every deed to any lot or lots covered by said maintenance charge shall be subject to all the foregoing provisions whether expressly contained in such deeds or not.

H. DURATION AND ENFORCEMENT

1. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and shall be binding on the inure to the benefit of W. G. HALL, JR., and his heirs and assigns, and all persons claiming by, through or under it, and shall be effective until January 15, 2002 and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however that the owners of a majority of the square foot area of the residential lots in TAYLORCREST may terminate the same on January 15, 2002, or at the end of any successive ten (10) year period thereafter, by executing, acknowledging, and filing for record in the office of the County Clerk of Harris County, Texas, an appropriate instrument or agreement in writing for such purpose, at any time between January 15, 1997 and January 15, 2002 if the same are to be terminated by January 15, 2002 or during the last five (5) years of any successive ten (10) year period if said restrictions, covenants and conditions are to be terminated at the end of any such ten (10) year period.
2. In the event any person or persons, firm or corporation shall violate or attempt to violate any of the foregoing restrictions, covenants or conditions, it shall be lawful for any person owning or having any interest in any residential lot in TAYLORCREST, SECTION ONE to institute and prosecute any proceedings at law or in equity, to abate, prevent or enjoin any such violation or attempted violation and/or to recover damages caused by any such violation or attempted violation. W. G. HALL, JR., as well as said TAYLORCREST ARCHITECTURAL COMMITTEE, shall have the right, but none of them shall ever be obligated, to institute and prosecute any proceedings at law or in equity to correct, abate, prevent or enjoin any violation or attempted violation of any said restrictions, covenants or conditions whether or not it or they then own any property in said TAYLORCREST, SECTION ONE.
3. In the event additional sections of TAYLORCREST are developed and platted and the property owners of TAYLORCREST, SECTION ONE are given the express right to enforce the restrictions, covenants and conditions on any such additional section or sections, then the property owners in such additional section or sections shall likewise have the right to enforce the restrictions, covenants and conditions on TAYLORCREST, SECTION ONE.

I. SAVINGS CLAUSE

Invalidation of any one or more of these restrictions, covenants or conditions by judgment, court order or otherwise, shall in no way affect or invalidate any other restriction, covenant or conditions, but all such other restrictions, covenants and conditions shall continue and remain in full force and effect.

These AMENDED RESTRICTIONS, COVENANTS AND CONDITIONS shall supersede and take the place of the original Restrictions, Covenants and Conditions recorded in the Real Property Records of Harris County, Texas at Film Code No. 199-20-0211.

EXECUTED THIS the 25th day of October, 1978, A.D.

/s/ W. G. Hall, Jr.
W. G. HALL, JR.

THE STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared W. G. HALL, JR., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of October, 1978.

/s/ Jane K. Hime
Notary Public in and for
Galveston County, Texas.

LIENHOLDER'S JOINDER

The undersigned, FIRST CONTINENTAL MORTGAGE CO., being the owner and holder of an existing mortgage and lien upon and against a portion of the real property described in the foregoing restrictions and defined as the "Property" in said restrictions, as such mortgagee and lienholder, does hereby consent to and join in said Declaration of Covenants, Conditions and Restrictions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the restrictions hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of said FIRST CONTINENTAL MORTGAGE CO., hereto authorized, this the 25th day of October, 1978.

ATTEST:

FIRST CONTINENTAL MORTGAGE CO.

/s/
XXXXXXXXXX Little, Assistant Secretary

BY: /s/ John T. DeSpain
John T. DeSpain, Vice President

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared John T. DeSpain, Vice President of FIRST CONTINENTAL MORTGAGE CO., a corporation, known to me to be the person whose name is subscribed and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of October, 1978, A.D.

/s/ Martha A. Dodson
Notary Public in and for Harris
County, Texas.

My commission expires 8/31/79.

LIENHOLDER'S JOINDER

The undersigned, PINO ALTO INC., being the owner and holder of an existing mortgage and lien upon and against a portion of the real property described in the foregoing restrictions and defined as the "Property" in said restrictions, as such mortgagee and lienholder, does hereby consent to and join in said Declaration of Covenants, Conditions and Restrictions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the restrictions hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of said PINO ALTO INC., hereto authorized, this the 26th day of October, 1978.

ATTEST: PINO ALTO INC.

/s/ Myrtle K. Reader
Secretary

BY: /s/ R. G. Reader
President

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared R. G. Reader, President of PINO ALTO INC., a corporation, known to me to be the person who name is subscribed and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of October, 1978, A.D.

Notary Public in and for Galveston
County, Texas.

LIENHOLDER'S JOINDER

The undersigned, FIRST INTERNATIONAL BANK IN HOUSTON, N. A., being the owner and holder of an existing mortgage and lien upon and against a portion of the real property described in the foregoing restrictions and defined as the "Property" in said restrictions, as such mortgagee and lienholder, does hereby consent to and join in said Declaration of Covenants, Conditions and Restrictions.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, and all of the undivided, equitable shares and interests in the Common Area, subject to the restrictions hereby agreed to.

SIGNED AND ATTESTED by the undersigned officers of said FIRST INTERNATIONAL BANK IN HOUSTON, N. A., hereto authorized, this the 31st day of October, 1978.

ATTEST:

FIRST INTERNATIONAL BANK
IN HOUSTON, N.A.

/s/ Richard L. Capps
Assistant Cashier
Richard L. Capps

BY: /s/ Barry L. McFarren
Vice President
Barry L. McFarren

STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Barry L. McFarren, Vice President of FIRST INTERNATIONAL BANK IN HOUSTON, N. A., a corporation, known to me to be the person who name is subscribed and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of October, 1978, A.D.

/s/ Sheri L. Touchstone
Notary Public in and for Harris
County, Texas.